

1 10.2 Execution of the Santa Clara Project Agreement by all parties thereto;

2 10.3 Execution of the Settlement Agreement, and the Waivers and Release of Claims

3 contained therein, by all parties thereto;

4 10.4 Ratification and confirmation of the Shivwits Water Right set forth in the

5 Settlement Agreement in legislation duly enacted by the United States Congress;

6 10.5 Authorization and appropriation by the United States Congress and deposit into

7 the Shivwits Band Trust Fund of: (a) fifteen million dollars (\$15,000,000.00) for the Shivwits

8 Band's share of the costs of the St. George Water Reuse Project as set forth in this Agreement;

9 (b) five million dollars (\$5,000,000.00) in consideration of the Shivwits Band's execution of a

10 waiver and release of claims against the United States, and (c) one million dollars (\$1,000,000.00)

11 for operation and maintenance costs associated with the Santa Clara Project Agreement;

12 10.6 Approval by the State Engineer of Utah of any and all applications necessary to

13 effectuate the terms of this Agreement, the Santa Clara Project Agreement, and the Settlement

14 Agreement, from which no further appeals may be taken;

15 10.7 Approval by the State of Utah, Department of Environmental Quality, of all

16 permits and actions necessary for St. George to construct the St. George Water Reuse Project;

17 10.8 Issuance of a judgment and decree in the Virgin River Adjudication, pursuant to

18 Utah Rule of Civil Procedure 54(b), that is final as to all parties to the Santa Clara Division of the

19 Virgin River Adjudication and from which no further appeals may be taken, which confirms the

20 Shivwits Water Right set forth in the Settlement Agreement; and

21 10.9 The Secretary of the Interior has published a notice in the Federal Register that all of

22 the actions identified in this Section 10 have been completed.

23 11.0 CONTINGENT UPON APPROPRIATION OF FUNDS

24 The expenditure or advance of any money or the performance of any obligation by the

25 United States under this Agreement shall be contingent upon appropriation of funds therefore.

26 No liability shall accrue to the United States or to any other Party in the event that funds are not